

CHRISTOPHER D. JAIME, ESQ.  
Nevada Bar No. 4640  
MAUPIN, COX & LeGOY  
4785 Caughlin Parkway  
Reno, NV 89519  
Tel. No.: (775)827-2000  
Fax No.: (775)827-2185  
cjaime@mclrenolaw.com  
Attorneys for Defendants

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

JAVELINA HARLEY-DAVIDSON, L.L.C.,	)	
a Texas limited liability company; GREUNE	)	
HARLEY-DAVIDSON, INC., a Texas	)	CASE NO. 3:11-cv-00603-RCJ-WGC
corporation; and HAROLD A. GOTTSACKER,	)	
an individual,	)	STIPULATION RE ARBITRATION
	)	
Plaintiffs,	)	
	)	
v.	)	
	)	
HARLEY-DAVIDSON FINANCIAL	)	
SERVICES, INC., a Delaware corporation;	)	
HARLEY-DAVIDSON CREDIT CORP.,	)	
a Nevada corporation; and EAGLEMARK	)	
SAVINGS BANK, a Nevada corporation; and	)	
DOES 1-V, ROES 1-V,	)	
	)	
Defendants.	)	
	)	

Defendants Harley-Davidson Financial Services, Inc., Harley-Davidson Credit Corp., and Eaglemark Savings Bank (collectively, unless otherwise noted, "Defendants") and Plaintiffs Javelina Harley-Davidson, LLC, Greune Harley-Davidson, Inc., and Harold A. Gottsacker ("Plaintiffs") (Defendants and Plaintiffs collectively, the "Parties"), by and through their respective undersigned counsel, hereby stipulate and agree, and the Court orders, as follows:

WHEREAS, Plaintiffs filed this Action on or about December 8, 2011 alleging causes of action relating to various written agreements between the Parties.

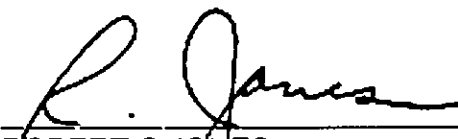
WHEREAS, Plaintiffs, in their Amended Complaint, acknowledge that said agreements contain arbitration provisions and assert that they "hereby elect or request arbitration of this matter, and the Plaintiffs will move for, submit to, or stipulate to arbitration without opposition." See Amended Complaint, ¶ 1, p. 2:14-15.

WHEREAS, the Defendants serve an Answer to the Amended Complaint along with this Stipulation Re Arbitration.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among the parties, through their undersigned counsel, that

1. The parties shall arbitrate all disputes, claims, and or controversies that are the subject of this Action with the American Arbitration Association;
2. The parties agree that by filing an Answer to the Amended Complaint along herewith, Defendants have and do not waive their right to elect arbitration pursuant to the written agreement(s) by and between the parties.
3. This Action shall be stayed pending conclusion of arbitration (but the Court shall retain jurisdiction to enforce the terms of this Stipulation).
4. This Action shall be stayed 90 days from the date of entry of this Order.
5. The parties shall file a Joint Status Report 90 days from the date of entry of this Order.

IT IS SO ORDERED, dated this 11th day of May, 2012.

  
\_\_\_\_\_  
ROBERT C. JONES  
United States District Judge